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NOT TO BE PUBLISHED IN OFFICIAL REPORTS

COURT OF APPEAL, FOURTH APPELLATE DISTRICT

DIVISION ONE

STATE OF CALIFORNIA

MICHAEL A. BOGUE, Plaintiff and Appellant, v. ANESTHESIA SERVICE MEDICAL GROUP, INC., et al., Defendant and Respondent.	D073518 (Super. Ct. No. 37-2015-00002381-CU-WT-CTL)

APPEAL from a judgment of the Superior Court of San Diego County, Eddie C. Sturgeon, Judge. Affirmed.

Law Office of Michael A. Conger and Michael A. Conger for Plaintiff and Appellant.

Schenck Law Firm and Matthew J. Schenck for Defendants and Respondents.

I

INTRODUCTION

Dr. Michael Bogue appeals from a judgment confirming an arbitration award in favor of his former employer, Anesthesia Service Medical Group, Inc., and a former

colleague, Dr. Kris Bjornson (collectively, Medical Group). Bogue contends we must reverse the judgment because the arbitration agreement was unenforceable due to unconscionability, the arbitrator failed to disclose a religion-based bias against homosexuals, and the arbitrator failed to provide a fair hearing. We conclude Bogue has not established any of these contentions and we affirm the judgment.

II

BACKGROUND

A

Bogue worked as an anesthesiologist for the Medical Group for a little over 12 years under annual employment agreements, each of which included an arbitration provision. In June 2014, a few weeks before his then-current annual employment agreement was set to expire, Medical Group advised him it intended to end his employment. Medical Group informed him he could be a paid consultant for Medical Group for a specified period if he and Medical Group reached a new agreement. Medical Group provided Bogue with the new agreement, which Bogue reviewed with an attorney before signing.

The agreement included an arbitration provision, which provided:

> "A. The parties agree to arbitrate any dispute, claim, or controversy arising from or concerning Employee's employment, his or her termination from employment, any terms or conditions of his or her employment, the interpretation or enforcement of this Agreement or the rights and duties of any person in relation to this Agreement, including without limitation claims of employment discrimination or harassment under Title VII of the Civil Rights Act, the California Fair Employment & Housing Act,

the Age Discrimination in Employment Act, the Americans with Disabilities Act, or 42 U.S.C. section 1981, claims for violation of the Employment Retirement Income Security Act, the California Labor Code, or the Fair Labor Standards Act, claims for breach of employment contract or the implied covenant of good faith and fair dealing, wrongful discharge, or tortious conduct (whether intentional or negligent) including defamation, misrepresentation, fraud or infliction of emotional distress, but excluding claims for workers' compensation benefits or claims for wages before the California Department of Industrial Relations (collectively, "Covered Claims").

"B. The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current rules issued by the American Health Lawyers Association ("AHLA") for resolution of employment disputes. The arbitration shall take place in the City of San Diego. Employer will pay the fee for the arbitration proceeding, as well as any other charges by the AAA. Other costs will be borne by the party incurring the costs.

"C. The parties hereby authorize the use of the AHLA's Alternative Dispute Resolution Services Rules of Procedure for Arbitration any matter involving the alleged breach of Employee's obligations regarding confidentiality, non-solicitation or limitations on other employment or activities outside of his or her employment by Employer.

"D. The Arbitrator shall issue a written award. The award shall be final and binding upon the parties. The arbitrator shall have the power to award any type of relief that would be available in a court of competent jurisdiction. Any award may thereafter be entered as a judgment in any court of competent jurisdiction.

"E. It is the intent of the parties to provide for mandatory arbitration to the fullest extent of, but not beyond what is permitted by, applicable law. A court construing this arbitration provision may modify or interpret it to the extent necessary so as to render it enforceable."

After Bogue's employment with Medical Group ended, Bogue sued Medical Group. He alleged causes of action for: (1) whistleblower retaliation (Health & Saf. Code, § 1278.5); (2) whistleblower retaliation (Lab. Code, § 1102.5); (3) whistleblower retaliation (Gov. Code, § 12653); (4) wrongful discharge in violation of public policy; (5) California Fair Employment and Housing Act (FEHA) sexual orientation discrimination (Gov. Code, § 12940, subd. (a)); (6) FEHA retaliation (Gov. Code, § 12940, subd. (h)); (7) FEHA hostile work environment harassment (Gov. Code, § 12940, subd. (j)); (8) FEHA failure to prevent harassment, discrimination, and retaliation (Gov. Code, § 12940, subd. (k)); and (9) intentional interference with prospective economic relations.

Medical Group petitioned to compel arbitration of Bogue's claims. Bogue opposed the petition, arguing the parties' arbitration agreement was unconscionable and, therefore, unenforceable. The court granted the petition as to Bogue's first through eighth causes of action. The court severed and stayed adjudication of Bogue's ninth cause of action pending completion of the arbitration on the other causes of action.[1]

B

As the foundation for his causes of action, Bogue claimed he had been subjected to ongoing sexual orientation harassment and discrimination while working for Medical Group, which Medical Group failed to correct or prevent. He also claimed Medical Group discharged him in retaliation for complaining about sexual orientation

1 Bogue later dismissed his ninth cause of action.

discrimination and harassment and for reporting patient safety violations and billing fraud.

In its defense, Medical Group claimed it discharged Bogue because of his history of interpersonal relationship problems with Medical Group's physicians and staff as well as the physicians and staff at the hospital Medical Group serviced. Medical Group denied Bogue ever complained to anyone in authority about patient safety or billing fraud. Medical Group also denied Bogue ever experienced sexual orientation discrimination or harassment while working for Medical Group. Moreover, when Medical Group learned of Bogue's discrimination and harassment complaints, it promptly investigated them and concluded they were unfounded. Regardless, Medical Group claimed Bogue's FEHA claims were time-barred.

The arbitrator granted Medical Group summary adjudication of Bogue's first cause of action for whistleblower retaliation, finding Health and Safety Code section 1278.5 did not apply to Medical Group. After conducting a hearing on the remaining causes of action, the arbitrator issued a 27-page, single-spaced decision, finding Bogue had not proved any of his causes of action and his FEHA causes of action were time-barred. In reaching his decision, the arbitrator found Bogue's evidence, including Bogue's own testimony, was either not credible or not persuasive. Conversely, the arbitrator credited Medical Group's evidence and found Medical Group's reason for discharging Bogue was justified and not pretextual.

C

Medical Group petitioned to confirm the arbitration award. Bogue countered the petition with a motion to vacate the award, arguing the arbitrator failed to disclose a religion-based bias against homosexuals and failed to provide Bogue a fair hearing. The court granted Medical Group's petition and denied Bogue's petition, finding Bogue did not meet his burden of showing bias and, regardless, had forfeited this assertion. The court also found Bogue was not denied a fair hearing.

III

DISCUSSION

" ' "On appeal from an order confirming an arbitration award, we review the trial court's order (not the arbitration award) under a de novo standard. [Citations.] To the extent that the trial court's ruling rests upon a determination of disputed factual issues, we apply the substantial evidence test to those issues." ' [Citations.]" (*ECC Capital Corp. v. Manatt, Phelps & Phillips, LLP* (2017) 9 Cal.App.5th 885, 900; *Honeycutt v. JPMorgan Chase Bank, N.A.* (2018) 25 Cal.App.5th 909, 925 (*Honeycutt*).)

A

Bogue first contends we must reverse the judgment because the underlying arbitration agreement was unconscionable.

1

A court may refuse to enforce an arbitration agreement if the agreement was unconscionable at the time it was made. (Civ. Code, § 1670.5, subd. (a).) The party opposing arbitration has the burden of proving unconscionability. (*Mission Viejo*

Emergency Medical Associates v. Beta Healthcare Group (2011) 197 Cal.App.4th 1146, 1158 (*Mission Viejo*).) Bogue has not met his burden in this case.

"Unconscionability includes both substantive and procedural elements. [Citation.] Procedural unconscionability addresses the manner in which agreement to the disputed term was sought or obtained, such as unequal bargaining power between the parties and hidden terms included in contracts of adhesion. [Citation.] Substantive unconscionability addresses the impact of the term itself, such as whether the provision is so harsh or oppressive that it should not be enforced. [Citation.] These elements, however, need not be present to the same degree. '[T]he more substantively oppressive the contract term, the less evidence of procedural unconscionability is required to come to the conclusion that the term is unenforceable, and vice versa.' [Citation.]" (*Mission Viejo*, *supra*, 197 Cal.App.4th at pp. 1158–1159.)

2

Bogue contends the parties' arbitration agreement was substantively unconscionable because it failed to meet the minimum requirements for a valid agreement to arbitrate wrongful discharge or employment discrimination claims set forth in *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83 (*Armendariz*). These requirements are that: "(1) the arbitration agreement may not limit the damages normally available under the statute [citation]; (2) there must be discovery 'sufficient to adequately arbitrate their statutory claim' [citation]; (3) there must be a written arbitration decision and judicial review ' "sufficient to ensure the arbitrators comply with the requirements of the statute" ' [citation]; and (4) the employer must 'pay

all types of costs that are unique to arbitration' [citation]." (*Little v. Auto Stiegler, Inc.* (2003) 29 Cal.4th 1064, 1076; *Armendariz*, at pp. 102, 103, 106, 113.)

a

Bogue contends the arbitration agreement failed to meet the second requirement because it failed to provide for adequate discovery. However, as Medical Group points out, the arbitration agreement does not contain any limitations on discovery.

Additionally, courts infer that when parties agree to arbitrate a wrongful discharge or employment discrimination claim, "they also, implicitly agree, absent express language to the contrary, to such procedures as are necessary to vindicate that claim." (*Armendariz*, *supra*, 24 Cal.4th at p. 106.) The parties' arbitration agreement does not include any express language to the contrary. Rather, the arbitration agreement expressly states the parties intend the agreement to comply with applicable law and provides "[a] court construing this arbitration provision may modify or interpret it to the extent necessary so as to render it enforceable."

Moreover, the applicable arbitration rule governing discovery in the parties' arbitration proceeding provided, "To promote speed and efficiency, the arbitrator, in his or her discretion, should permit discovery that is relevant to the claims and defenses at issue and is necessary for the fair resolution of a claim." This provision satisfies *Armendariz*'s minimum discovery requirements. (See *Armendariz, supra*, 24 Cal.4th at p. 106 [employees are entitled to discovery sufficient to adequately arbitrate their claims, "including access to essential documents and witnesses, *as determined by the*

arbitrator(s)," italics added]; see also *Dotson v. Amgen, Inc.* (2010) 181 Cal.App.4th 975, 983–984; *Roman v. Superior Court* (2009) 172 Cal.App.4th 1462, 1475.)

Fitz v. NCR Corp. (2004) 118 Cal.App.4th 702, upon which Bogue relies, is factually distinguishable. The arbitration agreement at issue in *Fitz* limited discovery to the depositions of two individuals and expert witnesses and did not allow the arbitrator to authorize additional discovery unless a fair hearing was impossible otherwise. (*Id.* at p. 717.) As there are no analogous restrictions on the discovery permitted by the parties' arbitration agreement, *Fitz* offers no helpful guidance in this case.

b

Bogue contends the arbitration agreement failed to meet the third requirement because it did not provide for a reasoned award permitting adequate judicial review. But, the agreement provides for a written award and the applicable arbitration rules require the arbitrator to "provide a concise statement of the reasons supporting his or her award" and "explain the basis for any decision on a statutory claim." This satisfies *Armendariz*'s minimum standards, which require only a "written arbitration decision that will reveal, however briefly, the essential findings and conclusions on which the award is based." (*Armendariz, supra*, 24 Cal.4th at p. 107.) Additionally, where, as here, an arbitration agreement does not preclude the requisite written findings, a court must interpret the agreement to provide for such findings (*ibid.*) and, as noted previously, the parties' agreement expressly invites the court to do so.

c

Bogue contends the arbitration agreement did not meet the fourth requirement because it subjected him to impermissible costs. Yet, the arbitration agreement provides, "Employer will pay for the fee for the arbitration proceeding, as well as any other charges by the AAA." Although another organization, not "the AAA," supplied the arbitrator in this case and the other organization's rules allow an arbitrator to order the parties to split arbitration costs, the manifest intent of this provision was for Medical Group, not Bogue, to bear the cost of the arbitration proceeding. To the extent there is any ambiguity in this regard, we are obliged to interpret the provision, "if reasonable, in a manner that renders it lawful, both because of our public policy in favor of arbitration as a speedy and relatively inexpensive means of dispute resolution, and because of the general principle that we interpret a contractual provision in a manner that renders it enforceable rather than void. [Citations.]" (*Pearson Dental Supplies, Inc. v. Superior Court* (2010) 48 Cal.4th 665, 682.) Again, the parties' agreement specifically invites us to do just that. Thus, we conclude the arbitration agreement required Medical Group to bear the cost of the arbitration and did not expose Bogue to any impermissible costs.

3

Lastly on this point, Bogue contends the arbitration agreement's confidentiality requirements violate public policy and render the arbitration agreement substantively unconscionable because the requirements aid in the concealment of discrimination or other statutory and public policy claims. We disagree.

Confidentiality provisions may be "substantively unconscionable under California law if they ... essentially impose a gag order such that employees are 'unable to mitigate the advantages inherent in being a repeat player.' " (*Longnecker v. American Express Co.* (D.Ariz. 2014) 23 F.Supp.3d 1099, 1110, citing *Davis v. O'Melveny & Myers* (9th Cir. 2007) 485 F.3d 1066, 1078, overruled on another point in *Kilgore v. KeyBank, Nat'l Ass'n* (9th Cir. 2012) 673 F.3d 947, 960.) Although the arbitration agreement in this case does not contain a confidentiality provision, Bogue bases his contention on two of the applicable arbitration rules. The first rule indicates the arbitration is not a public forum. The second rule requires the arbitrator and arbitration administrator to maintain the confidential nature of the arbitration proceeding and any award. Neither of these rules amounts to a gag order because neither precludes the parties from publicly discussing the arbitration. Indeed, by filing this appeal, Bogue has made the arbitrator's decision and other information about the arbitration publicly accessible.

Additionally, the second rule contains an express exception absolving the arbitrator and the arbitration administrator of their confidentiality obligations "as necessary in connection with a judicial challenge to or enforcement of an award, or *unless as otherwise required by law*." (Italics added.) This exception wholly undercuts Bogue's position as it conforms the confidentiality provision to whatever the law requires for claims implicating public policy.

4

As Bogue has not established the arbitration agreement was substantively unconscionable, we need not address whether it was procedurally unconscionable.

(*Mission Viejo, supra,* 197 Cal.App.4th 1146, 1159.) We also need not address whether to sever any of the provisions in the arbitration agreement. (See Civ. Code, § 1670.5, subd. (a); *Armendariz, supra*, 24 Cal.4th 83, 122 [court may sever an unconscionable provision from an arbitration agreement].)

B

Bogue next contends we must reverse the judgment because the arbitrator, who is Jewish, failed to disclose members of his faith, including him, are biased against homosexuals.

1

Within 10 days of receiving notice of a nomination to serve, an arbitrator must disclose all matters that could cause a person aware of the facts to reasonably entertain a doubt about the arbitrator's ability to be impartial. (Code Civ. Proc., § 1281.9, subds. (a), (b); *Haworth v. Superior Court* (2010) 50 Cal.4th 372, 381.) The required disclosures include "any ground specified in [Code of Civil Procedure section] 170.1 for disqualification of a judge" and "[a]ny matters required to be disclosed by the ethics standards for neutral arbitrators adopted by the Judicial Counsel." (Code Civ. Proc., § 1281.9, subds. (a)(1), (2); *Haworth*, at p. 381.) If the arbitrator fails to timely disclose a known ground for disqualification, a court must vacate the arbitration award. (Code Civ. Proc., § 1286.2, subd. (a)(6)(A); *Haworth*, at p. 381.)

Religious affiliation is not a sufficient ground by itself to require disqualification of an arbitrator. (See Code Civ. Proc. § 170.2; *Savage v. Trammell Crow Co.* (1990) 223 Cal.App.3d 1562, 1570, 1581; see also *In re McCarthey* (10th Cir. 2004) 368 F.3d 1266,

1270; *Bryce v. Episcopal Church in the Diocese of Colo.* (10th Cir. 2002) 289 F.3d 648, 660; *Feminist Women's Health Ctr. v. Codisposti* (9th Cir. 1995) 69 F.3d 399, 400–401; *Singer v. Wadman* (10 Cir. 1984) 745 F.2d 606, 608; *Perry v. Schwarzenegger* (N.D. Cal. 2011) 790 F.Supp.2d 1119, 1124; *United States v. El-Gabrowny* (S.D.N.Y. 1994) 844 F.Supp. 955, 957, 961–962; *Menora v. Illinois High School Association* (N.D. Ill. 1981) 527 F.Supp. 632, 634; *Idaho v. Freeman* (D. Idaho 1981) 507 F.Supp. 706, 729.) Thus, "[m]embership in a religious organization ... need not be disclosed unless it would interfere with the arbitrator's proper conduct of the proceeding or would cause a person aware of the fact to reasonably entertain a doubt concerning the arbitrator's ability to act impartially." (Cal. Ethics Stds. for Neutral Arbitrators in Contractual Arb., std. 7, subd. (d)(14).)

An arbitrator's membership in the Jewish faith would not cause a person to *reasonably* entertain a doubt concerning the arbitrator's ability to act impartially. As the information supplied by the parties (see part III. B.2, *post*) indicates, there is more than one Jewish sect and at least one does not view homosexuality or homosexuals adversely. Thus, a person cannot *reasonably* presume because an arbitrator is Jewish, the arbitrator has any faith-based animosity toward homosexuality or homosexuals.

Moreover, many people of faith, including arbitrators and judges, engage in professions requiring them to make decisions based on standards separate from and not necessarily aligned with the tenets of their faith. As long as an arbitrator is able to base his or her decision on the evidence and the applicable law, regardless of the tenets of his or her faith, the arbitrator is not required to disclose his or her faith-based memberships.

Further, the record in this case indicates before the arbitrator's selection, the parties had an opportunity to review the arbitrator's 10-page curriculum vitae. The curriculum vitae disclosed information about the arbitrator's professional appointments, recognitions, and memberships, including the arbitrator's affiliations with the Union for Reform Judaism, the Commission on Social Action of Reform Judaism, the Stephen S. Wise Temple, and the Jewish Social Service Agency of Washington, D.C. Once Bogue received this information, he had sufficient notice of the arbitrator's religious affiliation to determine whether to seek the arbitrator's disqualification. (See *Honeycutt*, *supra*, 25 Cal.App.5th at p. 926; *Dornbirer v. Kaiser Foundation Health Plan, Inc.* (2008) 166 Cal.App.4th 831, 841 (*Dornbirer*).) Indeed, the record includes Internet research from both parties about how people who practice the Jewish faith may regard homosexuals. The research conflicts and we express no view on its accuracy or relevancy. However, its existence demonstrates Bogue had readily available means to determine whether the arbitrator's religious affiliation warranted service of a notice of disqualification. (Code Civ. Proc., § 1281.91, subd.(b)(1).)

"While an arbitrator has a duty to disclose all of the details required to be disclosed pursuant to [Code of Civil Procedure] section 1281.9 and the Ethics Standards, a party aware that a disclosure is incomplete or otherwise fails to meet the statutory disclosure requirements cannot passively reserve the issue for consideration after the arbitration has concluded. Instead, the party must disqualify the arbitrator on that basis before the arbitration begins. (*United Health Centers of San Joaquin Valley, Inc. v.*

Superior Court (2014) 229 Cal.App.4th 63, 85.) By not seeking the arbitrator's disqualification and proceeding with the arbitration, Bogue forfeited his right to disqualify the arbitrator on this basis. (See Code Civ. Proc., § 1281.91, subd. (c); *Honeycutt*, *supra*, 25 Cal.App.5th at pp. 926–927; *United Health Centers*, at p. 85; *Dornbirer*, *supra*, 166 Cal.App.4th at p. 846.)

3

Even if Bogue had not forfeited his right to disqualify the arbitrator, he has not shown the arbitrator was biased against him. Bogue's primary evidence and arguments on this point involve the arbitrator's adverse rulings and credibility determinations. However, "judicial rulings alone almost never constitute a valid basis for a bias or partiality motion. [Citation.] In and of themselves (i.e., apart from surrounding comments or accompanying opinion), they cannot possibly show reliance upon an extrajudicial source; and can only in the rarest circumstances evidence the degree of favoritism or antagonism required ... when no extrajudicial source is involved." (*Liteky v. United States* (1994) 510 U.S. 540, 555 (*Liteky*); accord, *In re Focus Media, Inc.* (9th Cir. 2004) 378 F.3d 916, 930; see *Betz v. Pankow* (1993) 16 Cal.App.4th 919, 927 ["The merits of the controversy, the manner in which evidence was weighed or the mental processes of the arbitrators in reaching their decision are not subject to judicial review"].)

Bogue also claims the arbitrator was frequently rude and condescending to Bogue and his counsel and remarked in a condescending tone during a break that that Bogue should take antianxiety medication. But, such remarks are also not sufficient to establish

actual bias. "[J]udicial remarks during the course of a trial that are critical or disapproving of, or even hostile to, counsel, the parties, or their cases, ordinarily do not support a bias or partiality challenge. They *may* do so if they reveal an opinion that derives from an extrajudicial source; and they *will* do so if they reveal such a high degree of favoritism or antagonism as to make fair judgment impossible. ... *Not* establishing bias or partiality, however, are expressions of impatience, dissatisfaction, annoyance, and even anger, that are within the bounds of what imperfect men and women, even after [becoming] judges, sometimes display. A judge's ordinary efforts at courtroom administration—even a stern and short-tempered judge's ordinary efforts at courtroom administration—remain immune." (*Liteky*, *supra*, 510 U.S. at pp. 555–556; *Roitz v. Coldwell Banker Residential Brokerage Co.* (1998) 62 Cal.App.4th 716, 724 ["Neither strained relations between a judge and an attorney for a party nor '[e]xpressions of opinion uttered by a judge, in what he conceived to be a discharge of his official duties, are ... evidence of bias or prejudice. [Citation.]' [Citation.]"].)

C

Finally, Bogue contends we must reverse the judgment because the arbitrator did not provide him a fair hearing on his claims. Bogue bases this contention on the arbitrator's admission of and reliance upon hearsay evidence and other evidence, which Bogue believes should not be permitted in cases involving nonwaivable wrongful discharge and employment discrimination claims.

A court may vacate an arbitration award when the award is based on a clear error of law that deprives an employee of a hearing on the merits of a nonwaivable wrongful

discharge and employment discrimination claim. (*Pearson Dental Supplies, Inc. v. Superior Court* (2010) 48 Cal.4th 665, 669, 680; accord, *Richey v. AutoNation, Inc.* (2015) 60 Cal.4th 909, 918.) Nonetheless, "[b]ecause the rules of evidence and judicial procedure do not apply to arbitration proceedings absent the parties' agreement, '[a]rbitration procedures violate the common law right to a fair hearing "only in the clearest of cases, i.e., when the applicable procedures essentially preclude the possibility of a fair hearing." [Citation.]' [Citation.]" (*Hoso Foods, Inc. v. Columbus Club, Inc.* (2010) 190 Cal.App.4th 881, 888–889.) Consequently, an arbitrator's erroneous evidentiary ruling is not "a basis for vacating an award unless the error *substantially prejudiced* a party's ability to present *material* evidence in support of its case. [Citation.]" (*Schlessinger v. Rosenfeld, Meyer & Susman* (1995) 40 Cal.App.4th 1096, 1110; accord, *Heimlich v. Shivji* (2019) 7 Cal.5th 350, 368; Code Civ. Proc. § 1286.2, subd. (a)(5) [a court shall vacate an arbitration award if the rights of a party were substantially prejudiced by the arbitrator's refusal to hear evidence material to the controversy].)

Here, the arbitrator's admission of and reliance on hearsay evidence and other evidence to which Bogue objected was not an error because the rules of evidence and judicial procedure need not be observed in an arbitration proceeding. (Code Civ. Proc., § 1282.2, subd. (d).) Further, Bogue has not demonstrated or explained how the arbitrator's admission of and reliance on the hearsay and other evidence prevented Bogue from presenting his own material evidence in support of his claims. To the contrary, it appears from the available record, Bogue presented his evidence and his arguments, but

the arbitrator simply did not find the evidence and arguments credible or persuasive. The absence of a favorable result does not equate to the absence of a fair hearing. Accordingly, Bogue has not established the arbitrator's evidentiary rulings deprived Bogue of a fair hearing on his claims.

IV

DISPOSITION

The judgment is affirmed. Respondents are awarded their appeal costs.

McCONNELL, P. J.

WE CONCUR:

BENKE, J.

IRION, J.